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<sup>[3]</sup> Designated location of the DESC Regional Quality Manager/Pre-Award Survey Monitor.

<sup>[4]</sup> Dial 011 before these numbers when calling from the U.S. When calling these numbers from outside the U.S., use the appropriate international long distance prefix for the country where the call originates.

<sup>[5]</sup> The DESC Regional Quality Manager/Pre-Award Survey Monitor for inspection offices 300, 310, 320, 330, 340, and 350.  
 (DESC 52.246-9F40)

### **E35 NONCONFORMING SUPPLIES AND SERVICES (DESC JAN 2004)**

(a) The Government may, at its discretion, accept nonconforming supplies or services. In such cases, the Contractor must obtain a deviation or waiver from the Contracting Officer prior to acceptance.

(b) The following procedures shall be used to request a deviation or waiver to the applicable nonconformance(s). A deviation is a request by a Contractor to deviate from the contract requirements after contract award, but prior to initial production of each product (for the duration of the contract). A waiver is a request by a Contractor to deviate from the contract requirements after initial production of each product (on a case-by-case basis or for a set period).

(1) Requests for deviations and waivers shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a waiver, not a deviation, through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Quality Operations Division (DESC-BQ) of the Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next normal DESC workday (0800 to 1630 hours EST, Monday through Friday, Federal Holidays excluded). As used in this clause, the term extraordinary situation means the matter cannot await resolution until the next normal DESC workday. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is (800) 286-7633 or (703) 767-8420; (DSN) 427-8420.

(2) If a deviation or waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the deviation or waiver being granted. If the situation dictates, a deviation or waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(3) If a deviation or waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government reinspection or retest, if necessary.

(4) If a deviation or waiver is granted modifying this contract but the supplies accepted are subsequently determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the deviation or waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).

(c) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to reject or to require correction under the INSPECTION OF SUPPLIES – FIXED-PRICE, INSPECTION AND ACCEPTANCE OF SUPPLIES (SHIPS' BUNKERS), or CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to—

(1) Consideration commensurate with the extent of nonconforming supplies; and

(2) Cost of Government reinspection or retest, if necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

(d) Contractors shall be held responsible for payment of any fines or penalties imposed on a receiving activity by an environmental enforcement agency, resulting from the delivery of nonconforming supplies under a DESC contract.

(e) Repeated tender of nonconforming supplies or services, including those with only minor defects, will be discouraged by appropriate actions, including, but not limited to rejecting the supplies or services whenever feasible and documenting the Contractor's performance records.

(DESC 52.246-9FQ5)

**F1.01-2.100 BUNKERING PROVISIONS (DESC MARCH 2006)**

**(a) DELIVERY CONDITIONS.**

(1) Unless otherwise specified, all items require delivery f.o.b. destination by means of transport truck, truck and trailer, tank wagon, pipeline, or barge under the following conditions:

(i) **DELIVERY BY PIPELINE (ex-pipe at pier or wharf).** Into Government vessel at a pier or wharf where the following conditions can be met: Pier must accommodate vessels up to 30 feet in draft, 600 feet in length with a displacement of approximately 9,000 tons. Pier must be serviced by a pipeline capable of delivering bunker fuel into the Government vessel at approximately 2,000 barrels per hour. The Contractor will provide a minimum 100-foot length of 4- to 6-inch hose and line handlers.

(ii) **DELIVERY BY BARGE.** Barge capacity of 2,000 - 5,000 barrels with pump/motor to discharge cargo to the Government vessel at approximately 1,500 to 2,000 barrels per hour. The Contractor must provide a clean barge suitable for loading bunker fuel. The Contractor will provide a minimum 100-foot length of 4- to 6-inch hose. The Contractor shall not be required to provide any additional hose unless requested by the receiving activity and accepted by the Contractor. The Contractor shall not be required to hook up hoses with the receiving conveyance prior to scheduled delivery time. When delivery of residual fuels is by barge, the Contractor may deliver using a heated barge for ease of flow.

(iii) **DELIVERY BY TANK TRUCK, TRUCK AND TRAILER, OR TANK WAGON.** Truck delivery to a berthing pier, provided the berthing pier which must accommodate a Government vessel up to 30 feet in draft, 600 feet in length with a displacement of 9,000 tons. When delivery is made by tank wagon, such wagon shall be equipped with pump, meter, and a minimum of 100 feet (30 meters) of hose. Where delivery is made by transport truck or truck and trailer, such delivery equipment shall be equipped with a minimum of 15 feet of hose. At the Contractor's option, a transport truck may be substituted for items requiring delivery by truck and trailer.

(iv) **CONNECTIONS.** Pump and hose connections to fit requesting vessels shall be provided by the Contractor for each delivery.

(v) **ORDER SIZE CAPACITY.** Ordered delivery quantities may require multiple delivery conveyances and/or return trips at less than a full load to satisfy the Government's requirement.

(2) Unless otherwise specified in the Schedule and/or contract, delivery into Government vessels (to include dredges & barges) by means of transport truck, truck and trailer, tank wagon, or pipeline shall be made at the specific time specified in the order, provided that such order shall have been received by the Contractor at least 24 hours prior to the specific time such delivery is required to be made. Deliveries by barge shall be made at the specific time specified in the order, provided that such order shall have been received by the Contractor at least 48 hours prior to the specific time such delivery is required to be made. However, if an item in the Schedule annotates a specific response/delivery time restriction/requirement, the Schedule shall dictate. Also see the SUPPLIES TO BE FURNISHED (SHIPS' BUNKERS) clause.

(3) The Contractor shall provide properly maintained delivery equipment and properly trained delivery personnel to reasonably assure that delivery can be made without damage to vegetation and asphalt pavement adjacent to vessels being bunkered. The Contractor's delivery personnel who have not exercised reasonable care and delivery equipment which is poorly maintained, may be refused entrance to the bunkering location by the installation Commander, the port authorities and/or US Coast Guard. The Contractor shall present delivery equipment and product in such condition at destination so as to permit complete off-loading within the prescribed lay-time and applicable free time. All delivery equipment and personnel must meet all environmental requirements for over water (marine) fuel deliveries. This is to include the requirements to have an approved U.S. Coast Guard Oil Response Plan for domestic ports.

(b) **LOADING TEMPERATURE.** Product offered as bunkers to U.S. Navy and Coast Guard Vessels (excluding those controlled by the Military Sealift Command) shall not exceed 49°C (120°F) temperature at time of delivery. On all other bunkerings the product shall be at least 5.5°C (10°F) below the flash point of the product and in no case higher than 66°C (150°F) if the tanks are uncoated, or 57°C (135°F) if coated; PROVIDED, however, that in no event shall the difference between the temperature of the product entering the tanker manifold and the recorded temperature of the seawater at the tanker's condenser intake exceed 39°C (70°F); PROVIDED, further, that the Master of the vessel may authorize loading the product at a temperature higher than specified above so long as the temperature of the product remains at least 5.5°C (10°F) below the flash point of the product.

(c) **DETERMINATION OF QUANTITY.** The quantity of supplies furnished under this contract shall be determined as follows:

(1) **DELIVERY BY BARGE.** (i) On items delivered by barge, the quantity shall be determined (at the Contractor's option) on the basis of--

(i) **ORIGIN SHORE TANK MEASUREMENTS.** If the vessel is unable to receive any or all of the delivery, the Contractor must immediately notify the DESC Contracting Officer of the circumstances and provide documentation to substantiate the quantity and location where excess product has been off-loaded); or

(ii) **CALIBRATED METER;** or

(iii) **GAUGING** the barge before and after delivery.

(iv) The Government reserves the right to have a representative present to witness the measurement of quantity.

(2) **DELIVERY BY PIPELINE OR FROM MARINE SERVICE STATION INTO VESSEL.** On items delivered by pipeline or from Contractor's marine service station, the quantity shall be determined (at the Contractor's option) on the basis of--

(i) Origin shore tank measurements; or

(ii) Calibrated meter.

(iii) The Government reserves the right to have a representative present to witness the measurement of quantity.

(3) **DELIVERY BY TANK TRUCK/TRUCK AND TRAILER/TANK WAGON INTO VESSEL.** On items delivered by TANK TRUCK/TRUCK AND TRAILER/TANK WAGON, the quantity shall be determined (at the Contractor's option) on the basis of--

(i) Calibrated meter; or

(ii) Certified capacity tables. The tables must be made available at the time of delivery; or

(iii) Certified tank calibration markers. Certified tank calibration markers will not be accepted unless the conveyance is full to the marker and the entire quantity is delivered; or

(iv) The net quantity determined at the loading point by a calibrated loading rack meter or calibrated scales. This quantity must be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter or calibrated scales. **If this method is used, the Government reserves the right to determine the quantity received at time of delivery by any valid means available.**

(v) The Government shall have the right to have a representative present to witness the measurement of quantity.

(vi) In any case, at the Government's option, quantity may be determined at the receiving activity on the basis of--

(A) Weight, using calibrated scales; or

(B) A calibrated meter on the receiving tank system.

(vii) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(4) **WATER BOTTOMS.**

(i) Every delivery must be free of all water bottoms prior to discharge; and

(ii) The Contractor is responsible for their removal and disposal.

(5) **VOLUME CORRECTION.** Volume correction to liters at 15°C (or gallons at 60°F) is required for--

(i) All product volumes determined by gauging.

(ii) All product volumes determined by loading rack meters.

(iii) All pipeline tenders.

(iv) All product volumes determined by weight.

(v) All product volumes determined by meters or calibrated markers that are in excess of 20,000 liters (5,000 gallons) or that have a kinematic viscosity equal to or greater than 5.5 mm<sup>3</sup>/s.

(6) **MEASUREMENT STANDARDS.** All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards (MPMS). Outside of the United States, other technically equivalent national or international standards may be used. Certified capacity tables shall mean capacity tables prepared by an independent inspector or any independent surveyor. In addition, the following specific standards will be used as applicable:

(i) **API MPMS Chapter 11.1, Volume Correction Factors** (API 2540/ASTM D 1250/IP 200/ISO 91-1). Either the printed version or the computer subroutine versions of the standard may be used.

(A) Use Volume VIII, Tables 53B and 54B (or Volume II, Tables 5B and 6B) for all bunker fuels.

(B) Volume XII, Table 52, shall be used to convert cubic meters at 15°C to barrels at 60°F, except when this method is restricted by foreign law. Convert liters at 15°C to cubic meters at 15°C by dividing by 1,000. Convert gallons at 60°F to barrels at 60°F by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be stated in the offer.

(C) If the original measurement is by weight and quantity is required in U. S. gallons, then--

(a) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60°F.

(b) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60°F.

(D) If the original measurement is by volume and quantity is required in metric tons, then metric tons shall be calculated by multiplying the volume in (m<sup>3</sup>) at 15°C by the density (in kg/m<sup>3</sup>) at 15°C. Convert kilograms to metric tons by dividing by 1,000.

(ii) **API MPMS Chapter 4, Proving Systems.** All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

(d) **BACK-HAUL. NOTE:** Navy and USCG regulations may require certain vessels to "top-off" for maintaining a specific reservoir of fuel quantity on-board at all times when on stand-by mode. In addition, instability of the vessel in water may result in variances between the quantity ordered vice receivable by the vessel resulting in returned product.

(1) On f.o.b. destination deliveries as ships' bunkers, excess quantities ordered but not accepted by the Government will be referred to as back-haul. Back-haul charges are only those transportation charges associated with returning the excess quantities to the supply terminal or, if not returnable, incurred demurrage until the product is sold off the barge or truck. Contractors shall limit the time product remains in transit or on-board the barge or truck until sold to another party to mitigate costs. Failure to do so may result in denial of the claim.

(2) Any back-haul remaining after delivery has been made will be handled as follows:

(i) SEA Card Order Management System (SCOMS) Orders:

(A) Charges for backhaul and demurrage, including demurrage leading to sold product, are deemed ancillary, non-fuel charges and are the responsibility of the activity incurring them. In accordance with Clause G153.100, the Contractor shall invoice these charges using SCOMS, upon approval by the activity, the CCP will pay the Contractor and the CCP will then bill the receiving activity.

(B) In the event that the incurring activity disputes the charge(s), the Contractor may submit a claim to the Contracting Officer using the procedure set forth in subparagraph (ii) below for non-SCOMS orders. The Contractor may include the SCOMS processing fee as part of its claim, which must be clearly identified and expressed as a whole number, not a percentage.

(ii) Non-SCOMS Orders:

(A) The Contractor shall notify the Contracting Officer and the Ordering Officer as to the amount and type of product not taken by the vessel and the location(s) that caused the back-haul.

(B) The Contractor shall file a claim against the Government for returned quantities. This claim shall be submitted to the Contracting Officer in accordance with procedures set forth in paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause. For back-haul: a copy of the transportation provider's and/or supplier's invoice for the transportation cost must be provided as evidence to substantiate the actual transportation cost per unit of issue. For demurrage leading to sold product: a detailed copy of the incurred demurrage charge must be provided as evidence to substantiate the demurrage rate. A copy of the written fuel order (as cited in the SUPPLIES TO BE FURNISHED (BUNKERS) clause) and signed receiving reports from the Government must also be submitted for all claims described above.

(C) Claims shall be forwarded to the Contracting Officer, with supporting documents, no later than 120 days after the original delivery date, failing which the Government shall be discharged from any and all liability in respect thereof.

(3) Product downgraded due to its inability to be reintroduced into a terminal shall be treated as a separate claim unlike back-haul. Contractors must submit all supporting documentation of this result to the Contracting Officer to substantiate the claim and within the time-frame as described in (C) above.

**(e) CONTRACTOR DELIVERY DELAYS.**

(1) The Contractor shall be liable for costs the Government incurs due to delays/detainments/demurrage of vessels when--

- (i) The actual pumping rate for the method of delivery does not meet the required contract rate;
- (ii) The Contractor fails to deliver due to fuel shortages/outages;
- (iii) The Contractor cannot deliver by the contracted method of delivery;
- (iv) The Contractor fails to provide the proper delivery conveyance equipment; or
- (v) Any other delay or default does not constitute an excusable delay.

(2) Any demurrage claims against the Contractor shall be computed to the nearest half hour.

**(3) MILITARY SEALIFT COMMAND (MSC) VESSELS.**

(i) If the delayed vessel is under a voyage (spot) charter, demurrage may be assessed at the rate provided in the charter. For long term barge contracts not awarded by MSC, demurrage may be assessed at the contract hire rate for the vessel. In all cases when the vessel is under charter, the demurrage payable by the Contractor shall not exceed the actual demurrage expense incurred by the Government.

(ii) If the vessel is not under a voyage charter, demurrage may be assessed at the demurrage rate for that class of vessel as published by the MSC.

(4) Acceptance of a late delivery shall be for the purpose of mitigating damages and shall not constitute a waiver of the Government's right to recover delay damages from the Contractor.

(DESC 52.247-9FE5)



**F3.01.100 TRANSPORT TRUCK, TRUCK AND TRAILER AND/OR TANK WAGON FREE TIME AND DETENTION RATES (BUNKERS) (DESC MAR 2006)**

(a) Upon arrival of Contractor's transport truck, truck and trailer, or tank wagon, the receiving activity shall promptly designate the delivery point into which the load is to be discharged.

(b) Detention beyond free time for delays caused by the Government:

(1) SEA Card Order Management System (SCOMS) Orders:

(i) Charges for detention are deemed ancillary, non-fuel charges and are the responsibility of the activity incurring them. In accordance with Clause G153.100, the Contractor shall invoice these charges using SCOMS, upon approval by the activity, the CCP will pay the Contractor and the CCP will then bill the receiving activity.

(ii) In the event that the incurring activity disputes the charge(s), the DESC Contracting Officer will be provided documentation from both parties in order to arbitrate a settlement. In the event an agreement cannot be reached through Alternate Dispute Resolution (ADR), via arbitration, the Contractor shall file a claim in accordance with the Contract Disputes Act of 1978 and clause I1.03-5, CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS. The Contractor may include the SCOMS processing fee as part of its claim, which must be clearly identified and expressed as a whole number, **not** a percentage.

(2) Non-SCOMS Orders:

(i) The Contractor shall be paid for detention beyond free time for delays caused by the Government. Detention costs will be the sole responsibility of the activity incurring them. Any invoices for detention costs will be forwarded directly to the activity receiving the product.

(3) Unless otherwise specified in the delivery narrative for a particular line item, a minimum of one hour free time is required per item requiring transport truck, truck and trailer, or tank wagon delivery.

(i) Additional free time beyond the stated minimum per item for unloading a transport truck, truck and trailer, or tank wagon in excess of the required one hour: \_

<u>Item Number</u>	<u>Additional Free Time</u>
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(ii) Rate per item for detention beyond required, plus any additional, free time:

<u>Item Number</u>	<u>Rate per hour</u>
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(iii) Notwithstanding the above, the Government is entitled to at least as much free time as is allowed by the common carrier or that the Contractor normally allows its regular commercial customers, whichever is greater. In addition, the Government will not pay more in detention rates than the actual rate charged by the common carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower. **UNLESS THE OFFEROR OTHERWISE INDICATES IN PARAGRAPH (b)(3)(i) and (ii) ABOVE, FREE TIME WILL BE CONSIDERED UNLIMITED.**

(v) NOTE: The above free time and detention rates will not be considered in the evaluation of offers for award.

(DESC 52.247-9FE1)

**F16.03.100 BARGE UNLOADING CONDITIONS (SHIPS' BUNKERS) (DESC MARCH 2006)**

(a) **ORDERING PROCESS.** The supplies ordered hereunder shall be delivered to the destination specified in a verbal order and/or DD 1155, SF 44, SF 1449, OF 347, or CD 404 (to be referred to in this clause as the "ordering document"), in accordance with the contract schedule, unless mutually agreed to by the parties. Unless otherwise specified in the contract, orders placed for bunkers for delivery (anchorage and/or pier-side) by means of barge will be furnished to the Contractor at least 48 hours in advance of the date/time on which delivery is to be made, which date is hereinafter referred to in this clause as the "scheduled delivery date". Each order will specify the quantity to be delivered, the scheduled delivery date, and location.

(b) **SCHEDULED DELIVERY DATE.** The scheduled delivery date may be changed by mutual agreement of the parties. If an agreement on a new scheduled delivery date cannot be reached, the previous scheduled delivery date will be maintained.

(c) **EXPECTED TIME OF ARRIVAL.** Unless otherwise specified in the delivery narrative for a particular line item, the Contractor must provide to the receiving Government vessel a notice of readiness to bunker at least 2 hours prior to the scheduled bunkering. The Government shall provide a safe and assessable berth for the Contractor's bunkering vessel, not later than 2 hours after receipt of the Contractor's bunkering vessel's notice of readiness to bunker.

(d) **LAYTIME.** Unless otherwise provided in the ordering document, the Government shall be allowed and will complete receipt of the bunkers within laytime determined as follows:

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(1) One hour for each 1,500 barrels of supplies to be bunkered. (Example: Quantity to be bunkered is 4,000 barrels, laytime will be 2 hours and 40 minutes.) This assumes the barge delivering bunkers is capable of pumping into the receiving vessel at a rate of 1,500 barrels per hour (BPH). Laytime will be extended by the appropriate additional time when the pumping rate is less than 1,500 BPH.

(2) Laytime shall commence as follows:

- (i) At Notice of Readiness (NOR) plus 2 hours; or
- (ii) Immediately upon arrival in berth of the Contractor's bunkering barge (i.e., all fast) provided that the Contractor provided notice of readiness to bunker at the proper time. (See paragraph (c) above.)
- (iii) Laytime shall continue 24 hours a day, 7 days a week, without interruption, unless port authority regulations require differently, from its commencement until bunkering of the barge is completed and the hoses have been disconnected.

**(c) LAYTIME CREDIT.**

(1) If regulations of the Port Authority prohibit bunkering at any time, time so lost shall be added to the amount of allowed laytime.

(2) Delays after commencement of laytime attributed to the condition of the bunkering barge or delays caused by a failure of the bunkering barge will be added to the allowed laytime. In the event of Contractor delay, if total adjusted laytime is not fully utilized and/or is exceeded due to further Contractor delays, the provisions of paragraph (c), Contractor Delivery Delays, of the BUNKERING PROVISIONS clause may be utilized.

(3) Delays, after commencement of laytime, attributed to causes beyond the control and without the fault or negligence of the Contractor or the Government will result in increasing basic allowed laytime for one half of the delay.

(4) Delays caused solely by the Government, due to late arrival of the vessel, late commencement, and/or late continuation of the delivery, will be deducted from allowed laytime and/or freetime after coordination with the Chief Engineering and/or Ordering Officer. In the event of Government delay, if total allowed laytime and freetime are exceeded, the Contractor may bill for detention charges in accordance with paragraph (i) below. Evidence of such delay must be provided.

(f) **DELAYS.** In the event of a breakdown of the Contractor's equipment, which prohibit bunkering for at least 2 hours, the Contractor will be required to remove the equipment from the Government-provided berth, unless permission is granted by the Government to allow the equipment to remain at berth. When the Government grants permission for the Contractor's equipment to remain at berth, the Contractor will be responsible to reimburse the Government for any cost incurred by the Government for furnishing personnel to remain with the barge during repair. If the Contractor removes the equipment from the Government-provided berth, notice of readiness to bunker will be again required as provided in paragraph (b) above.

(g) **EQUIPMENT.** Hoses for bunkering a barge shall be provided by the Contractor. However, the Government shall be responsible for connecting and disconnecting the hoses at the flange of the receiving Government vessel.

(h) **TITLE.** Title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies cross the receiving Government vessel's manifold.

**(i) DETENTION RATE.**

(1) SEA Card Order Management System (SCOMS) Orders:

(i) Charges for detention are deemed ancillary, non-fuel charges and are the responsibility of the activity incurring them. In accordance with Clause G153.100, the Contractor shall invoice these charges using SCOMS, upon approval by the activity, the CCP will pay the Contractor and the CCP will then bill the receiving activity.

(ii) In the event that the incurring activity disputes the charge(s), the DESC Contracting Officer will be provided documentation from both parties in order to arbitrate a settlement. In the event an agreement cannot be reached through Alternate Dispute Resolution (ADR), via arbitration, the Contractor shall file a claim in accordance with the Contract Disputes Act of 1978 and clause 11.03-5, CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS. The Contractor may include the SCOMS processing fee as part of its claim, which must be clearly identified and expressed as a whole number, not a percentage.

(2) Non-SCOMS Orders:

(i) Detention costs will be the sole responsibility of the activity incurring them. Any invoices for detention costs shall be forwarded directly to the activity receiving the product.

(3) The detention rate payable per hour by the Government for detainment of the Contractor's barge will be specified below. The detention payable to the Contractor shall in no event exceed the actual detention expense incurred by the Contractor's bunkering barge. Free time allowed and detention rates are not considered in evaluation of offers for awards, although rates and times may be addressed during negotiations.

<u>Item</u>	<u>Free Time Allowed</u>	<u>Barge</u>	<u>Tug</u>	Detention Beyond Free Time Per Hour <u>Other (explain)</u>

**(i) NOTE:** Exceptions to laytime are not allowed.

(DESC 52.247-9FG1)

**F18 F.O.B. DESTINATION (NOV 1991)**

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarded for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall-

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(FAR 52.247-34)

**F30.04 ORDERS (CANADIAN FORCES VESSELS) (DESC AUG 2005)**

Any order placed by the Canadian Navy, or civilian vessels operating under Canadian military contract, pursuant to this contract for delivery as ships' bunkers shall be honored by the Contractor. The order document (DD Form 1155) for Canadian Forces (CF) will be issued directly to the cognizant bunkers Contractor by the CF Ordering Officer. The Ordering Officer is responsible for complying with the provisions outlined in the contract as well as the Memorandum of Understanding (MOU) between DESC and the Department of National Defence of Canada. The responsible Ordering Officer shall ensure that all procedures are followed in order to allow for payment to the Contractor by Defense Finance and Accounting Services - Columbus, pursuant to Annexes A, B, and C of the MOU.

(DESC 52.216-9FA3)

**F105 VARIATION IN QUANTITY (APR 1984)**

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to--

10 Percent increase

10 Percent decrease

This increase or decrease shall apply to Each Delivery Order.

(FAR 52.211-16)

**G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)**

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Narrative Information (special instructions).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

**THIS CLAUSE APPLIES ONLY TO DESC-FUNDED ITEMS FOR DOMESTIC AND FOREIGN SUPPLIERS WHO CHOOSE TO BE PAID BY THE CORPORATE TRADE EXCHANGE WHEN THE RECEIVING BANK IS LOCATED IN THE UNITED STATES .**

**G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC MAR 2003)**

(a) The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract award and before submission of the first request for payment. The bank designated as the receiving bank must be located in the United States and must be capable of receiving Automated Clearing House (ACH) transactions.

NAME OF RECEIVING BANK: \_\_\_\_\_  
(DO NOT EXCEED 29 CHARACTERS)

CITY AND STATE OF RECEIVING BANK: \_\_\_\_\_  
(DO NOT EXCEED 20 CHARACTERS)

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK: \_\_\_\_\_

ACCOUNT TYPE CODE: (Contractor to designate one)

[ ] CHECKING TYPE 22

[ ] SAVINGS TYPE 32



RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES: \_\_\_\_\_  
(DO NOT EXCEED 15 CHARACTERS)

RECIPIENT'S NAME: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

STREET ADDRESS: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

**NOTE:** Additional information may be entered in **EITHER** paragraph (b) **OR** paragraph (c) below. Total space available for information entered in (b) **OR** (c) is 153 characters.

**(b) SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(DO NOT EXCEED 153 CHARACTERS)

OR

**(c) THIRD PARTY INFORMATION:** Where payment is to be forwarded from the receiving bank to another financial institution for deposit into Contractor's account, the following information **must** be supplied by the Contractor: Second Bank Name, City/State and/or Country, Account Number, and Account Name.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(DO NOT EXCEED 153 CHARACTERS)

**(d) CONTRACTOR'S DESIGNATED OFFICIAL SUBMITTING ELECTRONIC FUNDS TRANSFER INFORMATION.**

NAME: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

TITLE: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

TELEPHONE NUMBER: \_\_\_\_\_

(DO NOT EXCEED 25 CHARACTERS)

SIGNATURE: \_\_\_\_\_

(e) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 30 days prior to the date the change is to become effective.

(f) The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.

(g) In the event corporate trade exchange (CTX) payments cannot be processed, the Government retains the option to make payments under this contract by check.

(h) **NOTICE TO FOREIGN SUPPLIERS.**

(1) Payment may be made through the Federal Reserve Wire Transfer system. The bank designated as the receiving bank must be located in the United States and must be capable of receiving ACH transactions. The appropriate American Bankers Association nine-digit identifier must be supplied in order for payments to be processed through CTX.

(2) If your account is with a foreign bank that has an account with a bank located within the United States, the U.S. bank may be designated as the receiving bank. The recipient's name and account number shall identify the foreign bank, and transfer instructions to supplier's account must be specified in (b) **OR** (c) above.

(3) The Third Party information supplied in (c) above will be located in the first RMT segment of the CTX payment information sent to the receiving bank.

(i) Notwithstanding any other provision of the contract, the requirements of this clause shall control.

(DESC 52.232-9FJ1)

**G9.09 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (OCT 2003)**

(a) **METHOD OF PAYMENT.**

(1) All payments by the Government under this contract, shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) **CONTRACTOR'S EFT INFORMATION.** The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) **MECHANISMS FOR EFT PAYMENT.** The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) **SUSPENSION OF PAYMENT.** If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) **LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.**

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) of this clause shall apply.

(f) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(FAR 52.232-33)

**G9.09-1 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)**

**(a) METHOD OF PAYMENT.**

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

**(b) MANDATORY SUBMISSION OF CONTRACTOR'S EFT INFORMATION.**

(1) The Contractor is required to provide the Government with the information required to make contract payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information no later than 5 days after award. If not otherwise designated in the contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated payment office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) **MECHANISMS FOR EFT PAYMENT.** The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal Payments through the ACH are contained in 31 CFR Part 210.

**(d) SUSPENSION OF PAYMENT.**

(1) The Government is not required to make any payment until after receipt, by the designated office, of the correct EFT information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of any delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the

payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

**(e) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.**

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provision of paragraph (d) shall apply.

**(f) EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

**(g) EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

**(h) LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

**(i) PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

**(j) EFT INFORMATION.** The Contractor shall provide the following information to the designated office. The Contractor may supply this data for multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electric, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System and, therefore, not the receiver of the wire transfer payment.

(FAR 52.232-34)

**G9.11 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)**

(a) As provided in paragraph (b) of the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.



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(b) The Contractor shall send all EFT information and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) **DESIGNATED OFFICE.**

Name: **DEFENSE ENERGY SUPPORT CENTER**

Mailing Address: **8725 JOHN J. KINGMAN RD.**

**ATTN: DESC-CPC / RM 3821**

**FORT BELVOIR, VA 22060-6222**

Telephone Number(s): **(703) 767-7363**

Person(s) to Contact: **Carlyn Johnson**

Electronic Address: **carlyn.johnson@dla.mil**

(FAR 52.232-35)

**G150.01 SUBMISSION OF INVOICES FOR PAYMENT (SHIPS' BUNKERS) (DESC APR 2006)**  
**INVOICING FOR FUEL DELIVERIES.**

(a) The Contractor shall submit an original of the invoice, a signed copy of the delivery order and a signed commercial receipt to the responsible paying office. A copy of the order, certified for receipt as specified in the SUPPLIES TO BE FURNISHED (SHIPS' BUNKERS) clause, may be submitted in lieu of the commercial receipt.

(b) Quantities invoiced for domestic deliveries shall be expressed in U.S. gallons as whole numbers. Quantities invoiced for overseas deliveries shall be expressed in metric tons and shall not exceed 2 decimal places (rounded up).

(c) The appropriate paying office shall return incomplete and/or incorrect invoice and commercial receipt data (as described above) to the Contractor for correction. The paying office shall forward incorrect order forms to the ordering activity for correction.

(d) Invoices for all U.S. Navy, U.S. Army, U.S. Army Corps of Engineers, U.S. Military Sealift Command, and U.S. Coast Guard fuel deliveries shall be submitted to--

ATTN: DFAS-CVDBBA/CO  
 DEFENSE FINANCE AND ACCOUNTING SERVICE -- COLUMBUS CENTER  
 FUELS ACCOUNTING AND PAYMENTS DIVISION  
 P.O. BOX 182317  
 COLUMBUS, OH 43218-6251

(e) **TAXES.** DFAS Columbus is responsible for paying allowable taxes excluded from the unit price and listed under the SUPPLIES TO BE FURNISHED (SHIPS' BUNKERS) clause. **NOTE:** The Federal Excise Tax (FET) shall **NOT** be paid when the Contractor clearly annotates on the invoice and commercial bunker receipt or bill of lading "DYED DIESEL FUEL. NONTAXABLE USE ONLY. PENALTY FOR TAXABLE USE." FET on undyed diesel fuel charged as a separate item shall be paid by the paying office at the rate in effect per the contract. After-imposed taxes and/or tax rate changes will follow the provisions of the FEDERAL, STATE, AND LOCAL TAXES (DEVIATION) and FEDERAL AND STATE TAXES/FEES EXCLUDED FROM CONTRACT PRICE clauses, and/or the TAXES -- FOREIGN FIXED-PRICE CONTRACTS clause.

(f) Invoices for all other Federal/Civil Agency deliveries (including, but not limited to, NASA, NOAA, and Maritime Administration (MARAD) and their agents) shall be submitted to the paying office designated in Block 21 of the OF 347, the block entitled AGENCY NAME AND BILLING ADDRESS of the SF 44, block D of CD Form 404, or block 18a or b of the SF 1449. **NOTE:** The provisions of (e) above concerning payment of taxes shall apply when DFAS Columbus is **NOT** the paying office. **FURTHER NOTE:** NASA and MARAD may utilize ship managers to make fuel invoice payments. Payment procedures described herein for manual invoices shall still apply.

(g) **INSTRUCTIONS FOR SUBMITTING INVOICES VIA FACSIMILE.**

(1) Contractors that select the facsimile method of invoicing prior to contract award must do so for all invoices. Failure to comply with the requirements of this clause will result in revocation of the Contractor's right to submit invoices by the facsimile method.

(2) Contractors shall include their own facsimile number on each document transmitted.

(3) Facsimile numbers for invoices sent to DFAS-CVDBB/CO via Electronic Document Management are (866) 313-2340 or (614) 693-2630.

(4) If the facsimile is received before 5 p.m. Eastern Standard Time (EST), the receipt date of record is the date the item was received. If the facsimile is received after 5 p.m. EST, the receipt date is the next business day.

(5) **Contractors that elect to transmit invoices by facsimile are responsible for validating receipt of the faxed invoice.** Verification can be made by calling Customer Service (DFAS-CVDBB/CO) at (800) 756-4571 or (614) 693-8507 (Options 2 and 2) between 8 a.m. and 5 p.m. EST/EDT, Monday through Friday, excluding Federal holidays. Foreign vendors may use the DFAS e-mail account **CCO-FUELS-FOREIGN@DFAS.MIL** to verify receipt of invoices. The e-mail to DFAS should include, at a minimum, the following information: company name, contract number, invoice number, date of submission of invoice, and dollar value. DFAS-CVDBB/CO will not be held accountable for transmissions not received.

(6) After transmitting the original invoice, the Contractor shall mark that invoice "Original Invoice - FAXED" and retain it. The hard copy is not required for payment and shall not be mailed to the payment office unless the payment office specifically requests it.

(7) A signed copy of the delivery order and a signed commercial receipt must accompany the invoice FAXED for payment. A copy of the order, certified for receipt as specified in (a) above, may be submitted in lieu of the commercial receipt.

(h) **COURIER DELIVERY OF INVOICES.** Couriers, acting on behalf of Contractors, must deliver Contractor invoices being submitted for payment to the following mailroom street address:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER  
DFAS-CVDBB/CO  
3990 EAST BROAD STREET, BLDG 21  
COLUMBUS, OH 43213-1152

(i) **PAYMENT OF INVOICES** shall be made in accordance with the provisions herein. No credit card, check, or cash issued by the receiving vessel/activity, Defense Attaché Office, U.S. Embassy nor any other field office shall be used to fund a delivery under this contract. Payment shall only be made by the payment office designated on the order form.

(1) **FOR FIRM-FIXED PRICE CONTRACTS WITHOUT ECONOMIC PRICE ADJUSTMENT:** The unit price listed on the invoice or the unit price stated in the contract, whichever is less.

(2) **FOR FIXED-PRICE CONTRACTS WITH ECONOMIC PRICE ADJUSTMENT:** The unit price listed on the invoice or the unit price on the modification in effect at the completion delivery date, whichever is less.

(3) **FOR QUANTITY:** The invoiced net quantity or the net quantity certified on the receipt document, whichever is less.

(4) **CURRENCY.** All payments shall be made in U.S. dollars.

(j) **INVOICING FOR ADDITIONAL COST(S) (DETENTION, OVERTIME, ALTERNATE MODES OF DELIVERY, ETC.).** Contractors may submit claims for additional charges to the DESC Contracting Officer for review. The Contracting Officer will issue a contract modification for all approved additional charges, which authorize payment. Once approved, hard copies of the invoice, order, or receipt are not required with the invoice unless requested by the paying office.

(k) **PAYMENT INQUIRIES** should be directed to the paying office applicable to the delivery. For those payment issues not successfully resolved between the Contractor and the payment office, the Contractor shall contact the DESC Contracting Officer for resolution.

(DESC 52.232-9F80)

#### **G153.100 SUBMISSION OF INVOICES FOR NON-FUEL CHARGES – LOCAL PURCHASE PAYMENT (FUEL CARD SERVICES) (DESC JUN 2005)**

(a) **GENERAL REIMBURSEMENT CONDITIONS.** The Defense Energy Support Center (DESC) reimburses the Credit Card Processor (CCP) for all authorized and properly invoiced AIR/SEA Card fuel purchases through Defense Finance and Accounting Service – Columbus (DFAS-CO). The CCP separates purchases of fuel from non-fuel goods and services on each invoice. The CCP sends all non-fuel charges directly to the purchasing activity's **Home Station Payment Office** under the "SPLIT" billing procedures. Further information regarding fuel card accountability and payment procedures can be found on the DESC website at <http://www.desc.dla.mil/DCM/DCMPage.asp?pageid=28>.

(b) **NON-FUEL CHARGES FOR AIR CARD.** The AIR Card can be used to purchase authorized ancillary non-fuel goods and services. Authorized ancillary goods and services include, but are not limited to--

- (1) Defuel/reservices;
- (2) Aircraft landing, ramp or parking fees;
- (3) Slot time fees;
- (4) Necessary ground equipment services (i.e., GPU, baggage conveyer belt, electrical grounding hookup, stairs, start carts, etc.);
- (5) Aircraft housekeeping or cleaning services (i.e., trash collection, vacuuming, lavatory servicing, potable water, etc.);
- (6) Catering, food and non-alcoholic beverage replenishment aboard the aircraft;
- (7) Supplies (i.e., maps, navigational aids);
- (8) Security services for the aircraft at the airport or airfield;
- (9) De-icing services;
- (10) Custom fees (if paid by refueling vendor);
- (11) Lubrication oils, both synthetic and petroleum based;
- (12) Hydraulic fluid; and
- (13) Aviator breathing oxygen (ABO).

The CCP will accept a consolidated invoice from the providing merchant that reflects both contract refueling and ancillary goods and services received, provided that all charges on the invoice are payable to a single vendor. The CCP will pay the providing merchant for non-fuel charges and submit an invoice for the non-fuel charges to the **Home Station Payment Office**. DESC into-plane contractors are responsible for contacting the CCP for applicable merchant agreements and payment terms and conditions for non-contract items. If an aircraft is defueled and reserviced with additional fuel, the into-plane Contractor will bill DFAS-CO for the additional quantity required at the current escalated contract price.

(c) **NON-FUEL CHARGES FOR SEA CARD.** The SEA Card system will be used to facilitate payment for authorized ancillary non-fuel services. Authorized ancillary services include, but are not limited to--

- (1) Overtime charge;
- (2) Backhaul charge; and
- (3) Demurrage charge.

Note that ancillary charges should be fully built up prices, which may include any costs associated with acceptance of the SEA Card such as merchant fees.

The CCP will accept a consolidated invoice from the providing merchant that reflects both contract refueling and ancillary goods and services received, provided that all charges on the invoice are payable to a single vendor. The CCP will pay the providing merchant for non-fuel charges and submit an invoice for the non-fuel charges to the **Home Station Payment Office**. DESC bunkers contractors are responsible for contacting the CCP for applicable merchant agreements and payment terms and conditions for non-contract items. In the event that the activity refuses to pay the non-fuel charges, the Contractor may submit a claim to the Contracting Officer in accordance with the Disputes Clause.

(d) **INVOICING BY CCP FOR NON-FUEL CHARGES.** The Contractor shall provide sufficient information to the CCP to enable the CCP to ensure that their invoice contains the following information before it is sent to the **Home Station Payment Office**:

- (1) Name and address of the CCP;
- (2) DESC contract number;
- (3) Requisition number or Invoice number;
- (4) Description;
- (5) Quantity;
- (6) Unit of measure;
- (7) Unit price;
- (8) Extended price;
- (9) Delivery date; and
- (10) Account number.

(e) **PAYMENT MADE BY HOME STATION PAYMENT OFFICE FOR NON-FUEL CHARGES.** At a minimum, the Home Station Payment Office shall ensure that payment vouchers, disbursements or electronic funds transfer transmissions made to the CCP include the following information:

- (1) CCP's billing reference number for which payment is being made;
- (2) Customer number; and
- (3) Account number.